DEPARTMENT OF HEALTH SERVICES

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

SUPPORTIVE HOUSING SERVICES

April 2017 (Revised)

Prepared By
Contracts and Grants Division
# REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) 
## SUPPORTIVE HOUSING SERVICES 
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1.0 GENERAL INFORMATION

1.1 Scope of Work

1.1.1 Background and Purpose

The Los Angeles County (County) Department of Health Services (DHS or Department) is revising the Request for Statement of Qualifications (RFSQ) for the Supportive Housing Services program that was initially released on April 5, 2012. DHS is seeking additional qualified agencies to enter into a Supportive Housing Services Master Agreement (SHSMA) with the County to provide Intensive Case Management Services (ICMS) and/or Property Related Tenant Services (PRTS).

The Board of Supervisors (Board) initially approved SHSMA for ICMS and PRTS on June 19, 2012, to enable DHS to provide community-based supportive housing options for DHS patients who are homeless and have chronic illness or disability, or are high utilizers of DHS services. Obtaining permanent housing for persons with these complex health conditions results in improved health outcomes and a reduction in costs to the public health system. DHS has leveraged this effort to reduce homelessness in its patient population by partnering with other governmental and community agencies to identify housing projects and secure opportunities linked to appropriate supportive services to transition these patients from homelessness to stable housing.

The Board subsequently launched the Los Angeles County Homeless Initiative on August 17, 2015, to combat the homeless crisis that continues to plague the region. The Board then approved 47 recommended strategies and administrative actions on February 9, 2016, in a landmark plan that represents the most comprehensive effort ever undertaken by the County to combat homelessness. DHS is either the lead or co-lead for nine of the strategies and a collaborating department on 22 additional strategies.

In addition, the Board approved the Whole Person Care Los Angeles (WPC-LA) program that establishes and supports an integrated system of health, public health, and mental health care tied to social and other services. The Board also approved the Office of Diversion and Re-Entry (ODR) program in order to reduce the number of mentally ill inmates with criminal justice histories. The WPC-LA and ODR programs both have ICMS and PRTS components that SHSMA can support. These strategies and programs are an expansion of the services provided under the current SHSMA, which will serve these new populations, not just to DHS patients.

The objective of this revised RFSQ is to secure additional qualified agencies to provide ICMS and PRTS. Contractors that currently have a SHSMA do not need
to re-submit a Statement of Qualifications (SOQ). Agencies may submit a Statement of Qualifications (SOQ) to provide 1) ICMS, 2) PRTS, or 3) both ICMS and PRTS. SHSMAs will be offered to all agencies determined to be qualified.

Upon the Department’s execution of SHSMAs, the qualified agencies will become County Contractors, and thereafter may be solicited under competitive conditions, or as a result of a direct award if it is in the County's best interest, to provide as needed ICMS and/or PRTS under Work Orders to be issued by County. Work Orders shall include a Statement of Work which shall describe in detail the particular project and the work required for the performance thereof.

1.1.2 Intensive Case Management Services

ICMS form the core of the services for people who are homeless, at risk of homelessness, formerly homeless and who have complex health and/or behavioral health conditions; are high utilizers of public services and other vulnerable populations including individuals with criminal justice histories and individuals who are exiting institutions such as hospitals, residential treatment programs, and custody facilities.

ICMS can be provided in a variety of settings including interim housing, rapid rehousing, permanent supportive housing, field based locations, community based locations, health and behavioral health facilities, sobering centers, recuperative care centers, criminal justice and custody facilities, and other settings as needed to end homelessness and support the community reintegration of persons leaving institutions.

The ICMS provider must be able to assemble a team of case managers capable of providing services to all clients who have signed an authorization to participate in the specific ICMS project. Frequency and intensity of services should be tailored to the need of each client which will change over time depending on the client's needs. The ICMS team should employ a “whatever it takes approach” to assist a client in their transition from homelessness to housing stability. The ICMS provider must be able to hire and support case managers who can seamlessly deliver and/or develop linkages to assist clients with accessing a range of services that might include a mental health intervention if a client is in crisis or transportation and assistance with completing forms for a client who needs to go to the Department of Motor Vehicles (DMV) for a California ID. At the core of the service delivery model is the trust that the case manager develops with the client to assist the individual in their journey toward improved health and well-being.

The ICMS staffing model shall include a project manager and intensive case managers. The intensive case manager caseload is typically one (1) intensive case manager to 15-40 clients. Actual caseload varies by project and will be specified in executed Work Orders. All intensive case managers must have experience working with clients with mental illness, chronic health issues, and
substance use disorders. Intensive case managers are typically bachelor degree-level social workers or social workers with advanced degrees. Project managers are usually licensed social workers or other licensed clinicians.

ICMS includes, but is not limited to, the following:

- Ongoing outreach and engagement to the client population including field and community based locations, health and behavioral health facilities, interim and bridge housing settings, criminal justice and custody facilities, and other locations as needed to engage the target population.

- Assisting clients with rental application including paperwork required by Housing Authorities and the Section 8 program.

- Assistance with mental health and life skills services and referrals.

- Establishment of a case management plan based on their authorization including but not limited to establishing future goals, improvement of behaviors associated with drug use, reduction in frequency and quantity of drug and alcohol use, coping with mental health disorders, coping with chronic medical problems, improvement of interpersonal relationships.

- Help accessing public benefits and educational opportunities as appropriate.

- Assistance with budgeting and money management.

- Assistance with substance use disorder services and referrals with a focus on harm reduction.

- Referrals to primary medical care, mental health services, and other community services as needed.

- Assistance in obtaining clothing and food.

- Group programming ranging from life-skills groups to community activities.

- Eviction prevention counseling and advocacy.

- Assistance with educational, vocational, and employment services as appropriate for each client.

- Assistance with domestic violence and safety planning services and referrals.

- Transportation assistance.

- Assisting clients with maintaining medication regimen.
• Housing location services including assisting clients with locating affordable permanent housing, establishing relationships with landlords/agencies willing to provide affordable permanent housing to DHS clients, and providing assistance with negotiating rental agreements. (Note: The need for housing location services will vary by project. Housing location experience is not a minimum qualification.)

• Administer move-in assistance funds to assist clients with timely security deposits, household goods and furnishings, utility deposits, etc.

• Assistance with temporary housing until client moves into supportive housing unit.

• Assistance with monitoring any legal issues and making appropriate referrals while addressing any barriers to accessing and maintaining housing and services (e.g., credit history, criminal records, pending warrants, etc.).

• Collaboration with PRTS and property owner to ensure clients provide authorization to receive the support they need to remain housed and stable, including attending and/or convening periodic meetings with partners to problem-solve around client, building, and community issues.

• Provision of on-going training to ICMS staff to ensure services are appropriate and to promote continuous quality improvement.

• Maintenance of program and client records and legally permissible data systems as may be required.

• Submit reports and invoices as requested and in a timely manner and provide all required supporting documentation.

• Comply and deliver services in accordance with contract deliverables and objectives.

DHS, Department of Mental Health (DMH), and Department of Public Health (DPH) may provide additional medical and behavioral health services through linkage to neighborhood clinics, mobile services, and/or on-site services. Applicants should be able to identify when such linkages are necessary and work collaboratively to ensure clients obtain needed services.

1.1.3 Property Related Tenant Services

PRTS includes property management services, customer service, and coordination with ICMS providers to ensure that tenants ("tenant" is used interchangeably with "client"), receive the support they need to remain housed and stable. PRTS include site maintenance and repair, building security,
resident evaluation, move in procedures, rent collection, utilities, etc. PRTS providers should have a tenant-centered approach and provide excellent customer service that is sensitive to the challenges that homeless persons with a range of medical and behavioral health issues face as they move into and maintain permanent housing. The PRTS providers will establish positive and collaborative relationships with ICMS providers to obtain the tenants authorization to assist tenants resolve issues that threaten their housing stability and to problem-solve tenant, building, and community issues.

PRTS includes, but is not limited to, the following:

- **Customer Service:** Treat all tenants and colleagues with respect and resolve tenant, building, and community issues efficiently and effectively.

- **Site Maintenance and Repair:** Inspect the buildings regularly, including individual residential units, and maintain property to a high standard of cleanliness and repair. Assess properties for improvements to the overall aesthetic and functioning of the sites and propose changes and/or improvements to property owner. Promote a healthy building environment that contributes to tenants’ overall stability and well-being.

- **Building Security:** Ensure the security of the site, tenants, and staff through the use of security technology and positive relationships with support services such as DHS & Department of Mental Health, local police, and other neighborhood based providers.

- **Resident Evaluation and Move-in Procedures:** Employing a “screening in” philosophy, interview referred housing applicants, obtain their authorization, and conduct all applicable follow-up. Prepare lease agreements and coordinate lease signing in conjunction with Housing Authority when tenant is receiving a Section 8 voucher. Coordinate tenant move-in, and work with support service providers to jointly orient new tenants to the building.

- **Collection of Rents and Other Receipts:** Collect all rents, charges, and other amounts receivable.

- **Rule Enforcement:** Enforce the residential lease and program policies and procedures related to property management and house rules. Coordinate with support services to maximize housing retention.

- **Annual Income Re-certification and Rent Adjustment:** Re-certify tenants’ income annually and adjust rent levels accordingly. Coordinate with Housing Authority on all necessary Section 8 certifications and procedures.

- **Eviction Prevention:** Work with support services to help tenants resolve issues that threaten their housing stability.
• Tenancy Termination or Eviction: Apply policies and procedures and adhere to any legal requirements related to termination of tenancies or evictions as needed. Communicate clearly with tenants and support services about issues connected to tenancy termination and evictions. Educate support services staff about related laws and procedures.

• Tenant Satisfaction: Develop, conduct, and analyze an annual survey to assess tenant satisfaction with property management services and adjust services as necessary and appropriate. The selected property management provider will also assess tenant satisfaction on a continual basis through feedback gained via one-on-one conversations, and tenant meetings.

• Utilities, Services, and Other Property Related Bills: Pay all utility, services, taxes, insurance etc. bills necessary to maintain a safe and secure building environment for tenants and staff.

• Staffing: Provide on-going training to property management staff to promote continuous quality improvement.

• Housing location services including assisting clients with locating affordable permanent housing, establishing relationships with landlords/agencies willing to provide affordable permanent housing to DHS clients, and providing assistance with negotiating rental agreements. (Note: The need for housing location services will vary by project. Housing location experience is not a minimum qualification.)

• Administer move-in assistance funds to assist clients with timely security deposits, household goods and furnishings, utility deposits, etc.

• Leasing and/or Master Leasing: Capacity to lease and/or master lease units/properties to be used for supportive housing. (Note: The need for leasing and/or master leasing will vary by project. Leasing and/or master leasing experience is not a minimum qualification.)

• Property Ownership and Asset Management: Capacity to own property and provide long term asset management in the event that property ownership becomes available in the future. (Note: The need for property ownership and asset management services will vary by project. Property ownership and asset management experience is not a minimum qualification.)

• Capital Improvements Intermediary (CII): Serve as a CII in order to fund a range of activities to complete capital projects, such as: hiring and/or funding consultants to perform feasibility analyses, architectural services and other professional services needed to accomplish capital projects; funding of construction, including renovation and new construction; and purchasing one-
time start-up goods, such as furniture, computers and other appropriate materials and supplies.

- Collaboration: Partner with ICMS and property owner to ensure tenants receive the support they need to remain housed and stable. This includes attending and/or convening periodic meetings with partners to problem-solve around tenant, building, and community issues.

- Record Maintenance, Timely Reporting, and Invoicing: Maintain data tracking systems to assure that accurate building and tenant information is available at all times. Maintain complete tenant files on-site. Submit reports as requested and in a timely manner. Submit monthly invoices on time and provide all required supporting documentation such as monthly rent rolls.

- Contract compliance: Comply and deliver services in accordance with master agreement and work order deliverables and objectives.

1.2 Overview of Solicitation Document

This RFSQ is composed of the following parts:

- **GENERAL INFORMATION:** Provides background information on the required services.

- **INSTRUCTIONS TO AGENCIES:** Contains instructions to the Agencies in how to prepare and submit their SOQ.

- **STATEMENT OF QUALIFICATIONS – REVIEW/QUALIFICATION/SELECTION PROCESS:** Explains how the SOQ will be reviewed, and a contractor will be qualified and selected.

- **APPENDICES:**
  - **A - REQUIRED FORMS:** Forms contained in this section must be completed and included in each SOQ.
  - **B - INTENTIONALLY OMITTED**
  - **C - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County Code concerning how the County encourages business with small businesses, including preferences that these businesses may receive as part of the review process.
  - **D - JURY SERVICE ORDINANCE:** County Code Chapter 2.203, which mandates County contractors to provide specified jury service benefits to their employees.
E - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY: Listing of Contractors who are not allowed to contract with the County for a specific length of time pursuant to County Code Chapter 2.202.

F - IRS NOTICE 1015: Provides information on Federal Earned Income Credit which contractors contractually will be required to provide their employees.

G - SAFELY SURRENDERED BABY LAW: County program which requires contractors to notify their employees about State law on safe baby surrender.

H - MASTER AGREEMENT: The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.

I - BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION: An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.

J - DEFAULTED PROPERTY TAX REDUCTION PROGRAM: County Code Chapter 2.206, which requires contractors to keep County Property Taxes out of default status at all times during the term of an awarded Master Agreement.

1.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or Departments/agencies. For convenience, specific terms and definitions can be found in Appendix H - Master Agreement, Paragraph 2 - Definitions.

1.4 Agency’s Minimum Qualifications

Interested and qualified Agencies that can demonstrate their ability to successfully provide the required services outlined in this RFSQ are invited to submit an SOQ provided they meet the following requirements:

1.4.1 ICMS providers must have at least three (3) years of experience in the last ten (10) years providing ICMS similar to the Services stated in sub-paragraph 1.1.2 – Scope of Work of this RFSQ to people who are homeless, at risk of homelessness, formerly homeless, or reintegrating into the community from institutions; and who have complex health and/or behavioral health conditions and/or are high utilizers of public services.
1.4.2 PRTS providers must have at least three (3) years of experience in the last ten (10) years providing PRTS (property management, property ownership and asset management, customer service, and coordination with service providers) similar to the Services stated in sub-paragraph 1.1.3 – Scope of Work of this RFSQ to people who are homeless, at risk of homelessness, or formerly homeless, or reintegrating into the community from institutions; and who have complex health and/or behavioral health conditions and/or are high utilizers of public services.

1.5 Master Agreement Process

The objective of this RFSQ process is to secure additional qualified Agencies to provide Supportive Housing Services.

1.5.1 Master Agreements will be executed with all Agencies determined to be qualified.

1.5.2 Upon the Department’s execution of these Master Agreements, the qualified Agencies will become County Contractors, and thereafter may be solicited under competitive conditions to provide as needed services for ICMS and/or PRTS under Work Orders to be issued by the County or as a result of a direct Work Order award if it is in the County’s best interest. Work Orders shall include a Statement of Work which shall describe in detail the particular project and the work required for the performance thereof. Payment for work shall be specified in each individual Work Order. The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business.

1.5.3 The Master Agreement includes various categories of services. Only those Contractors qualified for the specific category will be contacted to respond to Work Order Solicitations.

1.6 Master Agreement Term

1.6.1 The term of the Master Agreement shall be from the time of execution through June 30, 2022, with a five (5) year option period through June 30, 2027. The option period shall be exercised at the Department’s discretion.

1.6.2 DHS will be continuously accepting SOQs throughout the duration of the Master Agreement to qualify additional Agencies. During the term of the Master Agreement, Master Agreements will become effective upon the date of execution by the Director of the Department of Health Services or designee for the remaining period of the initial term or five (5) year option period.
1.7 **County Rights and Responsibilities**

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available in the DHS Contracts and Grants Portal at http://cg.dhs.lacounty.gov/. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.8 **Contact with County Personnel**

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Albert Zesati  
313 N. Figueroa Street, 6th Floor East  
Los Angeles, CA 90012  
email: azesati@dhs.lacounty.gov  
fax #: 213-250-2958

If it is discovered that an Agency contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, the County, in its sole determination, may disqualify their SOQ from further consideration.

1.9 **Mandatory Requirement to Register on County’s WebVen**

Prior to executing a Master Agreement, all potential Contractors must register in the County’s WebVen. The WebVen contains the Agency’s business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County’s home page at http://camisvr.co.la.ca.us/webven/.

1.10 **County Option to Reject SOQs and/or Cancel Solicitation**

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation and/or cancel this solicitation at any time, with or without cause. The County shall not be liable for any cost incurred by an Agency in connection with preparation and submittal of any SOQ.

1.11 **Protest Process**

1.11.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Agency may request a review of the requirements under
a solicitation for a Board-approved services contract, as described in Sub-paragraph 1.11.3 below.

1.11.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of a Master Agreement based on an Agency protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

1.11.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of a Disqualified SOQ (Reference Paragraph 3.2 in the Review/Qualification/Selection Section)

1.12 Notice to Agency’s Regarding Public Records Act

1.12.1 Responses to this RFSQ shall become the exclusive property of the County. All SOQ’s submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Agency as business or trade secrets, and if by the Agency, plainly marked as "Trade Secret", "Confidential", or "Proprietary.”

1.12.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Agency must specifically label only those provisions of their respective SOQ which are “Trade Secrets”, “Confidential”, or “Proprietary” in nature.

1.12.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of the SOQ marked "confidential," "trade secrets," or "proprietary," Agency agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.
1.13 Indemnification and Insurance

The Contractor shall be required to comply with the Indemnification provision, the General Provisions for all Insurance Coverage and the Insurance Coverage provisions as set forth in Appendix H - Master Agreement, Sub-paragraphs 8.27, 8.28 and 8.29.

1.14 Injury and Illness Prevention Program (IIPP)

The Contractor shall be required to comply with the State of California's Cal OSHA’s regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.15 Background and Security Investigations

The Contractor shall be required to comply with the Background and Security Investigations provision as set forth in Appendix H - Master Agreement, Sub-paragraph 7.5.

1.16 Confidentiality and Independent Contractor Status

The Contractor shall be required to comply with the Confidentiality provision Sub-paragraph 7.6 and the Independent Contractor Status Sub-paragraph 8.26 as set forth in Appendix H - Master Agreement.

1.17 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by an Agency or have any other direct or indirect financial interest in the selection of a Contractor. The Agency shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code by completing the Certification of No Conflict of Interest, as set forth in Appendix A – Required Forms Exhibit 3.

1.18 Determination of Agency Responsibility

1.18.1 A responsible Agency is an Agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County’s policy to conduct business only with responsible Agencies.

1.18.2 The Agencies are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Agency is
responsible based on a review of the Agency’s performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Agency against public entities. Labor law violations which are the fault of the subcontractors and of which the Agency had no knowledge shall not be the basis of a determination that the Agency is not responsible.

1.18.3 The County may declare an Agency to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Agency has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Agency’s quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

1.18.4 If there is evidence that the Agency may not be responsible, the Department shall notify the Agency in writing of the evidence relating to the Agency’s responsibility, and its intention to recommend to the Board of Supervisors that the Agency be found not responsible. The Department shall provide the Agency and/or the Agency’s representative with an opportunity to present evidence as to why the Agency should be found to be responsible and to rebut evidence which is the basis for the Department’s recommendation.

1.18.5 If the Agency presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Agency shall reside with the Board of Supervisors.

1.18.6 These terms shall also apply to proposed subcontractors of the Agencies on County contracts.

1.19  **Agency Debarment**

1.19.1 The Agency is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Agency from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Agency’s existing contracts with the County, if the Board of
Supervisors finds, in its discretion, that the Agency has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Agency’s quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

1.19.2 If there is evidence that the apparent highest ranked Agency may be subject to debarment, the Department shall notify the Agency in writing of the evidence which is the basis for the proposed debarment, and shall advise the Agency of the scheduled date for a debarment hearing before the Contractor Hearing Board.

1.19.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Agency and/or the Agency’s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Agency should be debarred, and, if so, the appropriate length of time of the debarment. The Agency and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

1.19.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.19.5 If an Agency has been debarred for a period longer than five (5) years, that Agency may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Agency has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
1.19.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Agency has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

1.19.7 The Contractor Hearing Board’s proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

1.19.8 These terms shall also apply to proposed subcontractors of the Agencies on County contracts.

1.19.9 Appendix E provides a link to the County’s website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.20 Agency’s Adherence to County Child Support Compliance Program

The Agencies shall (1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation. As set forth in Appendix H - Master Agreement, failure to comply may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.21 Gratuities

1.21.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from an Agency with the implication,
suggestion or statement that the Agency’s provision of the consideration may secure more favorable treatment for the Agency in the award of a Master Agreement or that the Agency’s failure to provide such consideration may negatively affect the County’s consideration of the Agency’s submission. An Agency shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

1.21.2 Agency Notification to County

An Agency shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org. Failure to report such a solicitation may result in the Agency’s submission being eliminated from consideration.

1.21.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

1.22 Notice to Agencies Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Agency to review the ordinance independently as the text of said ordinance is not contained within this RFSQ.

Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A – Required Forms Exhibit 4, that:

- The Agency is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;

- Each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Agency is in full compliance with Chapter 2.160 of the Los Angeles County Code; and
Each such County Lobbyist retained by the Agency is not on the Executive Office’s List of Terminated Registered Lobbyists as part of their SOQ.

1.23 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements as set forth in the Internal Revenue Service Notice No. 1015. Reference Appendix F.

1.24 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a Master Agreement, the Agencies shall demonstrate a proven record of hiring participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. The Agencies shall attest to a willingness to provide employed GAIN/GROW participants access to the Agency’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. The Agencies who are unable to meet this requirement shall not be considered for a Master Agreement.

The Agencies shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix A - Required Forms Exhibit 7, as part of their SOQ.

1.25 County’s Quality Assurance Plan

After award of a Master Agreement, the County or its agent will evaluate the Contractor’s performance under the Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor’s compliance with all terms in the Master Agreement and performance standards identified in subsequent Work Orders. The Contractor’s deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Master Agreement/Work Order will be reported to the County’s Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Master Agreement/Work Order in whole or in part, or impose other penalties as specified in the Master Agreement.
1.26 Recycled Bond Paper

The Contractor shall be required to comply with the County’s policy on recycled bond paper as set forth in Appendix H - Master Agreement, Sub-paragraph 8.43.

1.27 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix G of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.28 Doing Business with the County

1.28.1 Small Business

The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County’s contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business. The County’s Policy on Doing Business with Small Business is stated in Appendix C.

The Jury Service Program provide exceptions to these Program if a company qualifies as a Small Business. Further explanations of this Program is provided in Paragraph 1.32 - Jury Service Program of this Section.

The County provides a Local Small Business Enterprise Preference to Small Businesses. This Preference is further explained in sub-paragraph 1.28.2 Preferences.

1.28.2 Preferences

The County offers three (3) preferences that the Agency may apply for. The preferences are listed below. The certification process must be completed prior to requesting a preference in a solicitation. The Agency may only receive one of these preferences during the solicitation process:

- The Local Small Business Enterprise (LSBE) Preference Program requires the Company to complete a certification process. This program and how to obtain certification is explained in Paragraph 1.29 of this Section.
The Social Enterprise (SE) Preference Program requires the Company to complete a certification process. This program and how to obtain certification is explained in Paragraph 1.30 of this Section.

The Disabled Veteran Business Enterprise (DVBE) Preference Program requires the Company to complete a certification process. This program and how to obtain certification is explained in Paragraph 1.31 of this Section.

1.29 Local Small Business Enterprise (LSBE) Preference Program

1.29.1 In reviewing Work Order Proposals, the County will give LSBE preference to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affair’s (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State’s Department of General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a Work Order Bid response.

1.29.2 To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at http://dcba.lacounty.gov

1.29.3 Certified LSBEs may only request the preference during the Work Order Solicitation if the certification process has been completed and certification is affirmed.

1.29.4 Information about the State’s small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at http://www.pd.dgs.ca.gov/smbus/default.

1.30 Social Enterprise (SE) Preference Program

1.30.1 In reviewing Work Order Proposals, the County will give preference during the Work Order Bid process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:
1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and

2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.

1.30.2 The DCBA shall certify that a SE meets the criteria set forth in Section 1.30.1.

1.30.3 Certified SEs may only request the preference during the Work Order Solicitation process if the certification has been completed and certification is affirmed.

1.30.4 Further information on SEs also available on the DCBA’s website at: http://dcba.lacounty.gov

1.31 Disabled Veteran Business Enterprise (DVBE) Preference Program

1.31.1 In reviewing Work Order Proposals, the County will give preference during the Work Order Bid process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE is defined as:

1) A business which is certified by the State of California as a DVBE; or

2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.

3) A business certified as DVBE with other certifying agencies pursuant to the Department of Consumer and Business Affairs’ (DCBA) inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

1.31.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Section 1.31.1, 1 or 2 above.

1.31.3 Certified DVBEs may only request the preference during the Work Order Solicitation process if the certification process has been completed and certification is affirmed.
1.31.4 Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at [http://www.dgs.ca.gov/pd/Home.aspx](http://www.dgs.ca.gov/pd/Home.aspx).

1.31.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: [http://www.vetbiz.gov/](http://www.vetbiz.gov/)

### 1.32 Jury Service Program

The prospective Master Agreement is subject to the requirements of the County’s Contractor Employee Jury Service Ordinance (“Jury Service Program”) (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance as set forth in Appendix D, and the pertinent jury service provisions as set forth in Appendix H - Master Agreement, Subparagraph 8.8, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.32.1 The Jury Service Program requires the Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee’s regular pay the fees received for jury service. For purposes of the Jury Service Program, “employee” means any California resident who is a full-time employee of a Contractor and “full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor’s full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

1.32.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program’s definition of “Contractor”. The Jury Service Program defines “Contractor” to mean a person, partnership,
corporation of other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Master Agreement is less than $500,000, and 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

1.32.3 If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix A - Required Forms Exhibit 8, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor’s application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

1.33 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.34 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Agency shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Agency by completing the Agency’s Organization Questionnaire/Affidavit and CBE Information, as set forth in Appendix A - Required Forms Exhibit 1. Failure of the Agency to provide this information may eliminate its SOQ from any further consideration.
1.35 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)

1.35.1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred or excluded from securing federally funded contracts. At the time of SOQ submission, the Agency must submit the Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tiered Covered Transactions, as set forth in Appendix A – Required Forms Exhibit 12, attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should the SOQ identify prospective subcontractors, or should the Agency intend to use subcontractors in the provision of services under any subsequent contract, the Agency must submit a certification, completed by each subcontractor, attesting that neither the subcontractor, as an organization, nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

1.35.2 Failure to provide the required certification may eliminate the SOQ from consideration.

1.35.3 In the event that the Agency and/or its subcontractor(s) is or are unable to provide the required certification, the Agency instead shall provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. The Agency's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Agency and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, the written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the Master Agreement which is being solicited by this RFSQ.

1.35.4 The written explanation shall be examined by the County to determine, in its full discretion, whether further consideration of the SOQ is appropriate under the federal law.
1.36 **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor shall be required to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) provision as set forth in Appendix H - Master Agreement, Sub-paragraph 8.25.

1.37 **County’s Defaulted Property Tax Reduction Program**

1.37.1 The prospective Master Agreement is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance as set forth in Appendix J and the pertinent provisions of the Master Agreement, as set forth in Appendix H, Sub-paragraphs 8.16, Contractor’s Warranty of Compliance with the County's Defaulted Property Tax Reduction Program and 8.47, Termination for Breach of Warranty to Maintain Compliance with the County's Defaulted Property Tax Reduction Program both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both the Contractors and their Subcontractors.

1.37.2 The Agencies shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any Master Agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing the Certification of Compliance with the County's Defaulted Property Tax Reduction Program, as set forth in Appendix A - Required Forms Exhibit 9. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

1.37.3 SOQ’s that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

1.38 **Nonprofit Contractor’s Charitable Contributions Compliance**

1.38.1 California’s “Supervision of Trustees and Fundraisers for Charitable Purposes Act” regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. New rules cover
California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements. As set forth in Appendix I - Background and Resources: California Charities Regulation, this information sheet is intended to assist Nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.

1.38.2 All Nonprofit prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, as set forth in Appendix A - Required Forms Exhibit 10. A completed Exhibit 10 is a required part of any agreement with the County.

1.38.3 All Nonprofit Prospective County contractors that do not complete Exhibit 10 as part of the solicitation process may, in the County’s sole discretion, be disqualified from a Master Agreement award. A Nonprofit County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either Master Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

1.39 Time Off For Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

1.40 Agency’s Acknowledgement of County’s Commitment to Zero Tolerance Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits Contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

The Agencies are required to complete the Zero Tolerance Human Trafficking Policy Certification as set forth in Appendix A - Required Forms Exhibit 11, certifying that they are in full compliance with the County’s Zero Tolerance Policy.
Human Trafficking provision as set forth in Appendix H – Master Agreement, Sub-paragraph 8.60. Further, the Contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.
2.0 INSTRUCTIONS TO AGENCIES

This Section contains key project dates and activities as well as instructions to the Agencies in how to prepare and submit their SOQ.

NOTE: Contractors that currently have an ICMS and/or PRTS Master Agreement do not need to re-submit an SOQ.

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The review and determination in this area shall be at the Director’s sole judgment and his/her judgment shall be final.

2.3 RFSQ Timetable

The timetable for this RFSQ is as follows:

- Release of Initial RFSQ ................................................................. 04/05/12
- Release of Revised RFSQ .............................................................. 04/04/17
- SOQ due by .................................................................................. Open Continuous

2.4 INTENTIONALLY OMITTED

2.5 Agencies’ Questions

Any questions regarding the RFSQ process may be submitted to the contact person listed below.

Albert Zesati
313 N. Figueroa Street, 6th Floor East
Los Angeles, CA 90012
email: azesati@dhs.lacounty.gov
fax #: 213-250-2958

2.6 INTENTIONALLY OMITTED
2.7 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the prescribed format. If submitting the SOQ in multiple ring binders, the maximum acceptable size of the binder is 2 inches. Any SOQ that deviates from this format may be rejected without review at the County’s sole discretion.

The content and sequence of the SOQ must be as follows:

- Table of Contents
- Agency’s Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376) (Section D)

2.7.1 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.7.2 Agency’s Qualifications (Section A)

Demonstrate that the Agency’s organization has the experience to perform the required services. The following sections must be included:

A. Agency’s Organization Questionnaire/Affidavit and CBE Information (Section A.1)

The Agency shall complete, sign and date the Agency’s Organization Questionnaire/Affidavit and CBE Information, as set forth in Appendix A – Required Forms Exhibit 1. The person signing the form must be authorized to sign on behalf of the Agency and to bind the Agency in a Master Agreement.

Upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Agency’s business organization and authority of individuals to sign Agreements.
B. Agency’s Background and Experience (Section A.2)

Provide a summary of relevant background information to demonstrate that the Agency meets the minimum qualifications stated in Paragraph 1.4 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

The Agency shall complete Agency Qualifications and References – Intensive Case Management Services, as set forth in Appendix A – Required Forms Exhibit 2A and/or Agency Qualifications and References – Property Related Tenant Services, as set forth in Appendix A – Required Forms Exhibit 2B.

The information provided in the forms should demonstrate that the Agency meets the minimum qualifications stated in sub-paragraph 1.4.1 and/or 1.4.2 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

It is the Agency’s sole responsibility to ensure that the reference agency’s contact name, phone number, and E-mail address for each reference is accurate. The same references may be listed on Exhibits 2A and 2B.

The County may disqualify an Agency if:

- references fail to substantiate Agency’s description of the services provided; or
- references fail to support that Agency has a continuing pattern of providing capable, productive and skilled personnel, or
- the Department is unable to reach the point of contact with reasonable effort. It is the Agency’s responsibility to inform the point of contact of County’s normal working hours of Monday through Friday, 8:00 a.m. – 5:00 p.m.

2.7.3 Required Forms (Section B)

Include the following forms as provided in Appendix A – Required Forms. Complete, sign and date all forms.

- Exhibit 3 Certification of No Conflict of Interest
- Exhibit 4 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 5 INTENTIONALLY OMITTED
Inspirations to Agencies

2.7.4 Proof of Insurability (Section C)

The Agency must provide proof of insurability that meets all insurance requirements as set forth in the Appendix H - Master Agreement, Sub-paragraphs 8.28 and 8.29. If an Agency does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Agency be selected to receive a Master Agreement award may be submitted with the SOQ.

2.7.5 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376) (Section D)

Complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions, as set forth in Appendix A – Required Forms Exhibit 12. If the Agency and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, the Agency shall attach a written explanation to its SOQ in lieu of submitting this Certification. Follow instructions provided in Number 9 of the Certification Form.

2.8 SOQ Submission

The original SOQ and one (1) numbered copy shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Agency and bear the words:
“SOQ FOR SUPPORTIVE HOUSING SERVICES”

The SOQ and any related information shall be delivered or mailed to:

Department of Health Services
Contracts & Grants Division
313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012
Attn: Albert Zesati

2.9 Acceptance of Terms and Conditions of Master Agreement

The Agencies understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions as set forth in Appendix H - Master Agreement.
3.0 SOQ REVIEW/QUALIFICATION/SELECTION PROCESS

3.1 Review Process

SOQs will be subject to a detailed review by qualified County staff. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present. The review process will include the following steps:

3.1.1 Adherence to Minimum Qualifications

The County shall review the Agency’s Organization Questionnaire/Affidavit, as set forth in Appendix A – Required Forms Exhibit 1, and determine if the Agency meets the minimum qualifications as outlined in Paragraph 1.4 of this RFSQ.

Failure of the Agency to comply with the minimum qualifications may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

SOQs shall be considered for review at the convenience of the County.

3.1.2 Agency’s Qualifications (Section A)

The County’s review shall include the following:

- The Agency’s Background and Experience as provided in Section A.2 of the SOQ.

- The Agency’s References as provided in Section A.2. The review will include verification of references submitted, a review of the County’s Contract Database, if applicable, and the Contractor Alert Reporting Database (CARD) reflecting past performance history on County contracts.

3.1.3 Required Forms (Section B)

All forms listed in Section 2, Sub-paragraph 2.7.3 must be included in Section B of the SOQ.

3.1.4 Proof of Insurability (Section C)

Review the proof of insurability provided in Section C of the SOQ.
3.1.5 Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376) (Section D)

The Agency’s Certification Form in Section D will be reviewed to determine if the appropriate authorized representative of the Agency signed the form. If the Agency submitted a written explanation in lieu of the Certification Form, written explanation will be reviewed with the appropriate County personnel to determine whether further consideration of the SOQ is appropriate under the federal law.

3.1.6 Verification Process

A review will be conducted of the Agency’s business status by checking with all applicable databases. A review may include, but not be limited to, databases available with the California Secretary of State – Business Programs; California State’s Suspended and Ineligible Provider List for Medi-Cal; Federal Debarment List; and the Federal’s System for Award Management (SAM) List. At the County’s request, the Agency must furnish a copy of any applicable licenses/certificates/ accreditations.

3.2 Disqualification Review

An SOQ may be disqualified from consideration because DHS determined it was non-responsive at any time during the review process. If DHS determines that an SOQ is disqualified due to non-responsiveness, DHS shall notify the Agency in writing.

Upon receipt of the written determination of non-responsiveness, the Agency may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in DHS’s sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is an Agency;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that DHS’s determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Agency, in writing, prior to the conclusion of the review process.
3.3 Qualification/Selection Process

DHS will generally select Agencies that have experience in providing a broad range of ICMS and/or PRTS. However, in order to insure DHS has a varied pool of qualified Contractors, DHS may offer Master Agreements to Agencies that offer a narrow scope of services in more highly specialized areas.

DHS will execute Board of Supervisors-authorized Master Agreements with each selected Agency. All Agencies will be informed of the final selections.
APPENDIX A

DEPARTMENT OF HEALTH SERVICES

REQUIRED FORMS

FOR

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

FOR

SUPPORTIVE HOUSING SERVICES

Available only as electronic fillable forms in the DHS Contracts and Grants Portal at http://cg.dhs.lacounty.gov/

Note: To use the fillable form features in the Word document forms, you must restrict editing in the developer tab prior to filling in the form.
# Appendix A – Required Forms

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<th>Description</th>
<th>Page</th>
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<td>2004 Nonprofit Integrity Act (SB 1262, Chapter 919)</td>
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<td>11</td>
<td>Zero Tolerance Human Trafficking Policy</td>
<td>22</td>
</tr>
<tr>
<td>12</td>
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</tr>
</tbody>
</table>

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**RFSQ – Supportive Housing Services – April 2017**

Appendix A – Required Forms
REQUIRED FORMS - EXHIBIT 1
AGENCY’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
AND CBE INFORMATION

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Agency and to bind the applicant in a Master Agreement.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

<table>
<thead>
<tr>
<th>Name</th>
<th>State</th>
<th>Year Inc.</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA’s, please list all DBA’s and the County(s) of registration:

<table>
<thead>
<tr>
<th>Name</th>
<th>County of Registration</th>
<th>Yr. became DBA</th>
</tr>
</thead>
<tbody>
<tr>
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<table>
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<tr>
<th>Name</th>
<th>County of Registration</th>
<th>Yr. became DBA</th>
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<table>
<thead>
<tr>
<th>Name</th>
<th>County of Registration</th>
<th>Yr. became DBA</th>
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</thead>
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</tbody>
</table>

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm?  
☐ No  ☐ Yes  
If yes, Name of parent firm:

State of incorporation or registration of parent firm:

5. Please list any other names your firm has done business as within the last five (5) years.

<table>
<thead>
<tr>
<th>Name</th>
<th>Yr. of Name Change</th>
</tr>
</thead>
<tbody>
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</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Yr. of Name Change</th>
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<tr>
<th>Name</th>
<th>Yr. of Name Change</th>
</tr>
</thead>
<tbody>
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<td></td>
</tr>
</tbody>
</table>
6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Agency acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in Paragraph 1.4 - Minimum Qualifications, of this Request for Statement of Qualifications (RFSQ), as listed below:

1.4.1 ICMS providers must have at least three (3) years of experience in the last ten (10) years providing ICMS similar to the Services stated in sub-paragraph 1.1.2 – Scope of Work of this RFSQ to people who are homeless, at risk of homelessness, formerly homeless, or reintegrating into the community from institutions and who have complex health and/or behavioral health conditions and/or are high utilizers of public services.

1.4.2 PRTS providers must have at least three (3) years of experience in the last ten (10) years providing PRTS (property management, property ownership and asset management, customer service, and coordination with service providers) similar to the Services stated in in sub-paragraph 1.1.3 – Scope of Work of this RFSQ to people who are homeless, at risk of homelessness or formerly homeless, or reintegrating into the community from institutions; and who have complex health and/or behavioral health conditions and/or are high utilizers of public services.

Check the appropriate boxes:

☐ Yes  ☐ No  Sub-paragraph 1.4.1 - Intensive Case Management Services
Three (3) years’ experience in the last ten (10) years

☐ Yes  ☐ No  Sub-paragraph 1.4.2 – Property Related Tenant Services
Three (3) years’ experience in the last ten (10) years

CBE INFORMATION

I. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, Contractor/Agency will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<table>
<thead>
<tr>
<th>Business Structure:</th>
<th>☐ Sole Proprietorship</th>
<th>☐ Partnership</th>
<th>☐ Corporation</th>
<th>☐ Non-Profit</th>
<th>☐ Franchise</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ Other (Please Specify)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Number of California Employees:

Total Number of Employees of Firm (including owners):

Race/Ethnic Composition of Firm. Please distribute the total number of employees of Firm into the following categories:

<table>
<thead>
<tr>
<th>Race/Ethnic Composition</th>
<th>Owners/Partners/Associate Partners</th>
<th>Managers</th>
<th>Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
</tr>
<tr>
<td>Black/African American</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hispanic/Latino</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian or Pacific Islander</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
II. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

<table>
<thead>
<tr>
<th></th>
<th>Black/African American</th>
<th>Hispanic/Latino</th>
<th>Asian or Pacific Islander</th>
<th>American Indian</th>
<th>Filipino</th>
<th>White</th>
</tr>
</thead>
<tbody>
<tr>
<td>Men</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>Women</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

III. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Minority</th>
<th>Women</th>
<th>Disadvantaged</th>
<th>Disabled Veteran</th>
<th>Other</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Agency further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the Director’s sole judgment and his/her judgment shall be final.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Agency’s Name

Address

E-mail address: Telephone number: Fax number: - - - -

On behalf of _____ (Agency’s name), I _____ (Name of Agency’s authorized representative), certify that the information contained in this Agency’s Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

________________________________________
Signature

Title

CA Secretary of State Entity Number

Date

IRS Employer Identification Number

County WebVen Number
REQUIRED FORMS - EXHIBIT 2A
AGENCY QUALIFICATIONS AND REFERENCES – INTENSIVE CASE MANAGEMENT SERVICES

Please provide information on all Agency projects to demonstrate that Agency has at least three (3) years of experience in the last ten (10) years providing ICMS to people who are homeless, at risk of homelessness, formerly homeless, or reintegrating into the community from institutions; and who have complex health and/or behavioral health conditions and/or are high utilizers of public services similar to the Services stated below:

ICMS form the core of the services for people who are homeless, at risk of homelessness, formerly homeless and who have complex health and/or behavioral health conditions, are high utilizers of public services, and other vulnerable populations including individuals with criminal justice histories and individuals who are exiting institutions such as hospitals, residential treatment programs, and custody facilities.

ICMS can be provided in a variety of settings including interim housing, rapid rehousing, permanent supportive housing, field based locations, community based locations, health and behavioral health facilities, sobering centers, recuperative care centers, criminal justice and custody facilities, and other settings as needed to end homelessness and support the community reintegration of persons leaving institutions.

The ICMS provider must be able to assemble a team of case managers capable of providing services to all clients who have signed an authorization to participate in the specific ICMS project. Frequency and intensity of services should be tailored to the need of each client which will change over time depending on the client's needs. The ICMS team should employ a “whatever it takes approach” to assist a client in their transition from homelessness to housing stability. The ICMS provider must be able to hire and support case managers who can seamlessly deliver and/or develop linkages to assist clients with accessing a range of services that might include a mental health intervention if a client is in crisis or transportation and assistance with completing forms for a client who needs to go to the Department of Motor Vehicles (DMV) for a California ID. At the core of the service delivery model is the trust that the case manager develops with the client to assist the individual in their journey toward improved health and well-being.

The ICMS staffing model shall include a project manager and intensive case managers. The intensive case manager caseload is typically one (1) intensive case manager to 15-40 clients. Actual caseload varies by project and will be specified in executed work orders. All intensive case managers must have experience working with clients with mental illness, chronic health issues, and substance use disorders. Intensive case managers are typically bachelor degree-level social workers or social workers with advanced degrees. Project managers are usually licensed social workers or other licensed clinicians.

ICMS include, but are not limited to, the following:
• Ongoing outreach and engagement to the client population including field and community based locations, health and behavioral health facilities, interim and bridge housing settings, criminal justice and custody facilities, and other locations as needed to engage the target population.

• Assisting clients with rental application including paperwork required by Housing Authorities and the Section 8 program.

• Assistance with mental health and life skills services and referrals.

• Establishment of a case management plan based on their authorization including but not limited to establishing future goals, improvement of behaviors associated with drug use, reduction in frequency and quantity of drug and alcohol use, coping with mental health disorders, coping with chronic medical problems, improvement of interpersonal relationships.

• Help accessing public benefits and educational opportunities as appropriate.

• Assistance with budgeting and money management.

• Assistance with substance use disorder services and referrals with a focus on harm reduction.

• Referrals to primary medical care, mental health services, and other community services as needed.

• Assistance in obtaining clothing and food.

• Group programming ranging from life-skills groups to community activities.

• Eviction prevention counseling and advocacy.

• Assistance with educational, vocational, and employment services as appropriate for each client.

• Assistance with domestic violence and safety planning services and referrals.

• Transportation assistance.

• Assisting clients with maintaining medication regimen.

• Housing location services including assisting clients with locating affordable permanent housing, establishing relationships with landlords/agencies willing to provide affordable permanent housing to DHS clients, and providing
assistance with negotiating rental agreements. (Note: The need for housing location services will vary by project. Housing location experience is not a minimum qualification.)

- Administer move-in assistance funds to assist clients with timely security deposits, household goods and furnishings, utility deposits, etc.

- Assistance with temporary housing until client moves into supportive housing unit.

- Assistance with monitoring any legal issues and making appropriate referrals while addressing any barriers to accessing and maintaining housing and services (e.g., credit history, criminal records, pending warrants, etc.).

- Collaboration with PRTS and property owner to ensure clients provide authorization to receive the support they need to remain housed and stable, including attending and/or convening periodic meetings with partners to problem-solve around client, building, and community issues.

- Provision of on-going training to ICMS staff to ensure services are appropriate and to promote continuous quality improvement.

- Maintenance of program and client records and legally permissible data systems as may be required.

- Submit reports and invoices as requested and in a timely manner and provide all required supporting documentation.

- Comply and deliver services in accordance with contract deliverables and objectives.

DHS, Department of Mental Health (DMH), and Department of Public Health (DPH) may provide additional medical and behavioral health services through linkage to neighborhood clinics, mobile services, and/or on-site services. Applicants should be able to identify when such linkages are necessary and work collaboratively to ensure clients obtain needed services.

**INSTRUCTIONS FOR COMPLETING “AGENCY QUALIFICATIONS AND REFERENCES – INTENSIVE CASE MANAGEMENT SERVICES” FORM:**

Please use the attached “Agency Qualifications and References – Intensive Case Management Services” form to provide information on each Agency project that demonstrates that your Agency meets the minimum qualifications described above. Please complete a separate form for each project. Additional pages may be attached.
## AGENCY QUALIFICATIONS AND REFERENCES – INTENSIVE CASE MANAGEMENT SERVICES

Agency Name: ______________________________

<table>
<thead>
<tr>
<th>Project Name:</th>
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<tbody>
<tr>
<td>Project Address:</td>
<td></td>
</tr>
<tr>
<td>Project Dates (Start and End Date):</td>
<td></td>
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</tbody>
</table>

Project Reference (Agency/Individual outside of your Agency who can act as your reference for the Project):

- Name of Reference Agency:
- Name of Contact Person at Reference Agency:
- Phone Number and E-mail Address of Contact Person at Reference Agency:

Describe Population Served by the Project:

Describe Project Budget and Sources of Funds:
List all Project Partners and Roles/Responsibilities of Each Partner:

Provide Detailed Agency Scope of Work for the Project:

Provide any additional information that demonstrates that your Agency meets the minimum qualifications:
REQUIRED FORMS - EXHIBIT 2B
AGENCY QUALIFICATIONS AND REFERENCES – PROPERTY RELATED TENANT SERVICES

Please provide information on all Agency projects to demonstrate that Agency has Property Related Tenant Services (PRTS) providers must have at least three (3) years of experience in the last ten (10) years providing PRTS (property management, property ownership and asset management, customer service, and coordination with service providers) to people who are homeless, at risk of homelessness, or formerly homeless, or reintegrating into the community from institutions; and who have complex health and/or behavioral health conditions and/or are high utilizers of public services similar to the Services described below.

PRTS include property management services, customer service, and coordination with ICMS providers to ensure that tenants receive the support they need to remain housed and stable. PRTS include site maintenance and repair, building security, resident evaluation, move in procedures, rent collection, utilities, etc. PRTS providers should have a tenant-centered approach and provide excellent customer service that is sensitive to the challenges that homeless persons with a range of medical and behavioral health issues face as they move into and maintain permanent housing. The PRTS providers will establish positive and collaborative relationships with ICMS providers to obtain the tenants authorization to assist tenants resolve issues that threaten their housing stability and to problem-solve tenant, building, and community issues.

PRTS include, but are not limited to:

- **Customer Service**: Treat all tenants and colleagues with respect and resolve tenant, building, and community issues efficiently and effectively.

- **Site Maintenance and Repair**: Inspect the buildings regularly, including individual residential units, and maintain property to a high standard of cleanliness and repair. Assess properties for improvements to the overall aesthetic and functioning of the sites and propose changes and/or improvements to property owner. Promote a healthy building environment that contributes to tenants’ overall stability and well-being.

- **Building Security**: Ensure the security of the site, tenants, and staff through the use of security technology and positive relationships with support services such as DHS & Department of Mental Health, local police, and other neighborhood based providers.

- **Resident Evaluation and Move-in Procedures**: Employing a “screening in” philosophy, interview referred housing applicants, obtain their authorization, and conduct all applicable follow-up. Prepare lease agreements and coordinate
lease signing in conjunction with Housing Authority when tenant is receiving a Section 8 voucher. Coordinate tenant move-in, and work with support service providers to jointly orient new tenants to the building.

- Collection of Rents and Other Receipts: Collect all rents, charges, and other amounts receivable.

- Rule Enforcement: Enforce the residential lease and program policies and procedures related to property management and house rules. Coordinate with support services to maximize housing retention.

- Annual Income Re-certification and Rent Adjustment: Re-certify tenants’ income annually and adjust rent levels accordingly. Coordinate with Housing Authority on all necessary Section 8 certifications and procedures.

- Eviction Prevention: Work with support services to help tenants resolve issues that threaten their housing stability.

- Tenancy Termination or Eviction: Apply policies and procedures and adhere to any legal requirements related to termination of tenancies or evictions as needed. Communicate clearly with tenants and support services about issues connected to tenancy termination and evictions. Educate support services staff about related laws and procedures.

- Tenant Satisfaction: Develop, conduct, and analyze an annual survey to assess tenant satisfaction with property management services and adjust services as necessary and appropriate. The selected property management provider will also assess tenant satisfaction on a continual basis through feedback gained via one-on-one conversations, and tenant meetings.

- Utilities, Services, and Other Property Related Bills: Pay all utility, services, taxes, insurance etc. bills necessary to maintain a safe and secure building environment for tenants and staff.

- Staffing: Provide on-going training to property management staff to promote continuous quality improvement.

- Housing location services including assisting clients with locating affordable permanent housing, establishing relationships with landlords/agencies willing to provide affordable permanent housing to DHS clients, and providing assistance with negotiating rental agreements. (Note: The need for housing location services will vary by project. Housing location experience is not a minimum qualification.)

- Administer move-in assistance funds to assist clients with timely security deposits, household goods and furnishings, utility deposits, etc.
• Leasing and/or Master Leasing: Capacity to lease and/or master lease units/properties to be used for supportive housing. (Note: The need for leasing and/or master leasing will vary by project. Leasing and/or master leasing experience is not a minimum qualification.)

• Property Ownership and Asset Management: Capacity to own property and provide long term asset management in the event that property ownership becomes available in the future. (Note: The need for property ownership and asset management services will vary by project. Property ownership and asset management experience is not a minimum qualification.)

• Collaboration: Partner with ICMS and property owner to ensure tenants receive the support they need to remain housed and stable. This includes attending and/or convening periodic meetings with partners to problem-solve around tenant, building, and community issues.

• Capital Improvements Intermediary (CII): Serve as a CII in order to fund a range of activities to complete capital projects, such as: hiring and/or funding consultants to perform feasibility analyses, architectural services and other professional services needed to accomplish capital projects; funding of construction, including renovation and new construction; and purchasing one-time start-up goods, such as furniture, computers and other appropriate materials and supplies.

• Record Maintenance, Timely Reporting, and Invoicing: Maintain data tracking systems to assure that accurate building and tenant information is available at all times. Maintain complete tenant files on-site. Submit reports as requested and in a timely manner. Submit monthly invoices on time and provide all required supporting documentation such as monthly rent rolls.

• Contract compliance: Comply and deliver services in accordance with master agreement and work order deliverables and objectives.

INSTRUCTIONS FOR COMPLETING “AGENCY QUALIFICATIONS AND REFERENCES – PROPERTY RELATED TENANT SERVICES” FORM:

Please use the attached “Agency Qualifications and References – Property Related Tenant Services” form to provide information on each Agency project that demonstrates that your Agency meets the minimum qualifications described above. Please complete a separate form for each project. Additional pages may be attached.
AGENCY QUALIFICATIONS AND REFERENCES – PROPERTY RELATED TENANT SERVICES

Agency Name: ____________________________

| Project Name:                  |
| Project Address:               |
| Project Dates (Start and End Date): |

Project Reference (Agency/Individual outside of your Agency who can act as your reference for the Project):

   Name of Reference Agency:
   Name of Contact Person at Reference Agency:
   Phone Number and E-mail Address of Contact Person at Reference Agency:

Describe Population Served by the Project:

Describe Project Budget and Sources of Funds:
List all Project Partners and Roles/Responsibilities of Each Partner:

Provide Detailed Agency Scope of Work for the Project:

Provide any additional information that demonstrates that your Agency meets the minimum qualifications:
The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any SOQs submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
   a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
   b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

**Agency Name:**

**Agency Official Title:**

**Date:**

____________________________________________________

Official’s Signature
FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Agency certifies that:

- Agency is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;

- Each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Agency is in full compliance with Chapter 2.160 of the Los Angeles County Code; and

- Each such County Lobbyist retained by the Agency is **not** on the Executive Office’s List of Terminated Registered Lobbyists as part of their SOQ.

Signature:_____________________________ Date:_____________________________
REQUIRED FORMS - EXHIBIT 5

INTENTIONALLY OMITTED
REQUIRED FORMS - EXHIBIT 6
AGENCY’S EEO CERTIFICATION

Company Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

GENERAL
In accordance with provisions of the County Code of the County of Los Angeles, the Agency certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION | YES | NO
--- | --- | ---
1. Agency has written policy statement prohibiting discrimination in all phases of employment. | ☐ | ☐
2. Agency periodically conducts a self-analysis or utilization analysis of its work force. | ☐ | ☐
3. Agency has a system for determining if its employment practices are discriminatory against protected groups. | ☐ | ☐
4. When problem areas are identified in employment practices, Agency has a system for taking reasonable corrective action to include establishment of goal and/or timetables. | ☐ | ☐

_________________________________________________________ Date: - -
Signature

Name of Signer: _____

Title: _____
REQUIRED FORMS - EXHIBIT 7

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Agency shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Agency shall attest to a willingness to provide employed GAIN/GROW participants access to the Agency’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov

Agencies unable to meet this requirement shall not be considered for contract award.

Agency shall complete all of the following information, sign where indicated below, and return this form with their SOQ.

A. Agency has a proven record of hiring GAIN/GROW participants.
   □ YES (subject to verification by County) □ NO

B. Agency is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that Agency is willing to interview qualified GAIN/GROW participants.
   □ YES □ NO

C. Agency is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.
   □ YES □ NO □ N/A (Program not available)

Agency Organization: _____

Signature: __________________________________________________________

Type or Print Name: _____

Type or Print Title: _____

Date: - -

Telephone Number: - -

FAX Number: - -
COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County’s solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Agencies, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Agency is excepted from the Program.

Company Name:

Company Address:

City: State: Zip Code:

Telephone Number: - -

Solicitation For Services:

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

☐ My business does not meet the definition of “contractor,” as defined in the Program, as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed $50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Title: 

Signature: Date: - -
REQUIRED FORMS - EXHIBIT 9
CERTIFICATION OF COMPLIANCE WITH THE COUNTY’S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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<tr>
<td>Company Address:</td>
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<td>City:</td>
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<td>Telephone Number:</td>
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The following definitions shall be applicable to the program.

**Los Angeles County Code Chapter 2.206.020 A. “Contractor”** shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

**Los Angeles County Code Chapter 2.206.020 C. “County Property Taxes”** shall mean any property tax obligation on the County’s secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

The Agency certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

- To the best of its knowledge, after a reasonable inquiry, the Agency is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

- The Agency agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**OR**

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, Pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

---

_I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct._

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REQUIRED FORMS - EXHIBIT 10
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

☐ Agency or Contractor is exempt from the California Nonprofit Integrity Act.

California Registry of Charitable Trusts “CT” number (if applicable): _____

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

If Agency or Contractor is not exempt, check the Certification below that is applicable to your company.

☐ Agency or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Agency engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed.

OR

☐ Agency or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

___________________________________________
Signature

Date: ___-___-

Name of Signer: _____

Title: _____
REQUIRED FORMS - EXHIBIT 11
ZERO TOLERANCE HUMAN TRAFFICKING
POLICY CERTIFICATION

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Solicitation For Services:

AGENCY CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Agency acknowledges and certifies compliance with Sub-paragraph 8.60 - Compliance with County's Zero Tolerance Human Trafficking Policy of Appendix H - Master Agreement and agrees that Agency or a member of Agency's staff performing work under the Master Agreement will be in compliance. Agency further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any SOQ, or cancellation of any resultant Master Agreement, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
(2 C.F.R. PART 376)

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Agency shall provide immediate written notice to the person to whom this SOQ is submitted if at any time Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “bid,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this SOQ is submitted for assistance in obtaining a copy of those regulations.

4. Agency agrees by submitting this SOQ that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. Agency further agrees by submitting this SOQ that it will include the provision entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376),” as set forth in the text of the Master Agreement attached to the Request for Statement of Qualifications, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Agency acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. Agency acknowledges that a participant may decide the method and frequency by which it determines the eligibility of its principals. Agency acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

9. Where Agency and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Agency shall attach a written explanation to its SOQ in lieu of submitting this Certification. Agency’s written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owners, officers, partners, directors, or other principals, employees, or independent contractors of the Agency and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person’s or those persons’ job description(s) and function(s) as they relate to the contract which is being solicited by this Request for Statement of Qualifications.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)

Agency hereby certifies that neither it nor any of its subcontractors’ owners, officers, partners, directors, other principals, employees or independent contractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: __________________________

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative
INTENTIONALLY OMITTED
COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE... 

The importance of small business to the County... 

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow... 

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.

2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.

3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.

4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.
2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor’s violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
   1. Has ten or fewer employees during the contract period; and,
   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,
   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)
LISTING OF CONTRACTORS DEBARRED
IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://doingbusiness.lacounty.gov/DebarmentList.htm
IRS NOTICE 1015
(Obtain latest version from IRS website)

Appendix F

Department of the Treasury
Internal Revenue Service

Notice 1015
(Rev. December 2015)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?
The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?
You must notify each employee who worked for you at any time during the year and from whose wages you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee’s Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2015 are less than $3,267 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?
You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee’s copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee’s copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

You must hand the notice directly to the employee or send it by first-class mail to the employee’s last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

How Will My Employees Know If They Can Claim the EIC?
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?
An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of $800, he or she must file a 2015 tax return to get the $800 refund.

Notice 1015 (Rev. 12-2015)
Cat. No. 20599I
Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?
California’s Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?
No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?
No. A parent or surrendering adult can bring in a baby anytime; 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?
No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were scared and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby’s death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby’s story
Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby’s aunt and stated the baby’s mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the ankle placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.
Ley de Entrega de Bebés
Sin Peligro

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles


En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org
**Ley de Entrega de Bebés Sin Peligro**

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, informe a la policía.

---

**Historia de un bebé**

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé. Esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También les dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

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**En el Condado de Los Ángeles:** 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

**¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo de forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregó recibirá un brazalete igual.

**¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambian de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-546-4000.

**¿Sólo los padres podrán llevar al recién nacido?**

No. Si bien en la mayoría de los casos los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

**Los padres o el adulto que entregan al bebé deben llamar antes de llevar al bebé?**

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

**¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

**¿Qué pasará con el bebé?**

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales de inmediato ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

**¿Qué pasará con el padre/madre o adulto que entregó al bebé?**

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

**¿Por qué se está haciendo esto en California?**

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, sometidos a muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en búnkeres o en botes públicos. Los padres de esos bebés probablemente han estado pasando por dificultades emocionales graves. Las madres pueden haberlo ocurrido por embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Mucho a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a ocurrir esta tragedia en California.
BACKGROUND AND RESOURCES:
CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California’s “Supervision of Trustees and Fundraisers for Charitable Purposes Act” regulates those raising and receiving charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Vendor on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Vendors who engage in charitable contributions activities. Each Vendor, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, http://oag.ca.gov/, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The “Supervision of Trustees and Fundraisers for Charitable Purposes Act” is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations (“advertising”) are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: http://oag.ca.gov/charities/laws.
2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 [http://www.cnmsocal.org/](http://www.cnmsocal.org/), and statewide, the California Association of Nonprofits, [http://calnonprofits.org/](http://calnonprofits.org/). Both organizations’ websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this subsection of this Appendix I is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.
Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers
who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon
the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring
that individuals and businesses that benefit financially from contracts with the County fulfill their
property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.
The following definitions shall be applicable to this chapter:
A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which
submits a bid or proposal or enters into a contract or agreement with the County.
B. “County” shall mean the county of Los Angeles or any public entities for which the Board of
Supervisors is the governing body.
C. “County Property Taxes” shall mean any property tax obligation on the County's secured or
unsecured roll; except for tax obligations on the secured roll with respect to property held by a
Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
D. “Department” shall mean the County department, entity, or organization responsible for the
solicitation and/or administration of the contract.
E. “Default” shall mean any property tax obligation on the secured roll that has been deemed
defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or
any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency
date pursuant to California Revenue and Taxation Code section 2922; except for any property tax
obligation dispute pending before the Assessment Appeals Board.
F. “Solicitation” shall mean the County's process to obtain bids or proposals for goods and services.
G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los
Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.
This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance
codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or
amended contracts entered into 60 days after the effective date of the ordinance codified in this
chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.
All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:
A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement.
(Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
  1. Chief Executive Office delegated authority agreements under $50,000;
  2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  3. A purchase made through a state or federal contract;
  4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
  7. Program agreements that utilize Board of Supervisors’ discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
   1. Recommend to the Board of Supervisors the termination of the contract; and/or,
   2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
   3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)
APPENDIX H

DEPARTMENT OF HEALTH SERVICES
MASTER AGREEMENT

MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

AND

(CONTRACTOR)

FOR

SUPPORTIVE HOUSING SERVICES
# MASTER AGREEMENT PROVISIONS
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B CONTRACTOR’S ADMINISTRATION
C CONTRACTOR’S EEO CERTIFICATION
D JURY SERVICE ORDINANCE
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G INTENTIONALLY OMITTED
H SUBSEQUENT EXECUTED WORK ORDERS (not attached)
I CHARITABLE CONTRIBUTIONS CERTIFICATION
J MEDICAL HEALTH SCREENING
MASTER AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF HEALTH SERVICES
AND
__________________

FOR
SUPPORTIVE HOUSING SERVICES

This Master Agreement and Exhibits made and entered into this ___ day of ____________, 20__ by and between the County of Los Angeles, Department of Health Services hereinafter referred to as County and ________________, hereinafter referred to as Contractor. ______________ is located at ________________.

RECITALS

WHEREAS, the County may contract with private businesses for Supportive Housing Services, which may include Intensive Case Management Services (ICMS) and Property Related Tenant Services (PRTS), when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing ICMS and/or PRTS; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Health Services or designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I and J are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the
contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

**Standard Exhibits:**

1.1 EXHIBIT A - County’s Administration
1.2 EXHIBIT B - Contractor’s Administration
1.3 EXHIBIT C - Contractor’s EEO Certification
1.4 EXHIBIT D - Jury Service Ordinance
1.5 EXHIBIT E - Safely Surrendered Baby Law
1.6 EXHIBIT F - INTENTIONALLY OMITTED

**Unique Exhibits:**

1.7 EXHIBIT G - INTENTIONALLY OMITTED

**Work Orders Executed Under this Master Agreement**

1.8 EXHIBIT H - Subsequent Executed Work Orders

**SB 1262 – Nonprofit Integrity Act of 2004**

1.9 EXHIBIT I - Charitable Contributions Certification

1.10 EXHIBIT J - Medical Health Screening
2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time the Master Agreement is executed and subsequent Work Order awarded. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.

2.2 **Contractor’s Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.

2.3 **Day(s):** Calendar day(s) unless otherwise specified.

2.4 **DHS:** Department of Health Services

2.5 **Director:** Director of the Department of Health Services or his/her authorized designee.

2.6 **Master Agreement Project Director (MAPD):** Person designated by the Director with authority to negotiate and recommend all changes on behalf of the County as well as approve all Work Order solicitations and executions.

2.7 **Program Manager:** Person designated as the County’s chief contact person with respect to the day-to-day administration of the Master Agreement.

2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.9 **Master Agreement:** County’s standard agreement executed between the County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.

2.10 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to the County’s Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Health Services.
2.11 **Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Agencies to provide services through Master Agreements.

2.12 **Statement of Qualifications (SOQ):** A Contractor’s response to an RFSQ.

2.13 **Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work.

3.0 **WORK**

3.1 Pursuant to the provisions of this Master Agreement and any subsequently executed Work Orders, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 Each Work Order shall include an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof.

3.3 If the Contractor provides any task, deliverable, service, or other work to the County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of the Contractor for which the Contractor shall have no claim whatsoever against the County.

3.4 The County procedures for issuing and executing Work Orders are as set forth in Sub-paragraph 3.4 and 3.5. Work Orders may be issued as a result of a competitive solicitation process or as a result of a direct award if it is in the County’s best interest. Upon determination by the County to conduct a competitive solicitation, the County shall issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor so contacted shall submit a response to the County address and within the timeframe specified in the solicitation. Failure of the Contractor to provide a response within the specified timeframe may disqualify the Contractor for that particular Work Order.
3.5 Upon completion of solicitations, the County may execute the Work Order with the lowest cost Qualified Contractor unless the Work Order solicitation specifies selection criteria other than lowest cost. It is understood by the Contractor that the County’s competitive process may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors.

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement is effective upon the date of its execution by the Director of DHS or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire on June 30, 2022, unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The County shall have the sole option to extend the Master Agreement term with a five (5) year option through June 30, 2027. This option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors in accordance with Sub-paragraph 8.1 - Amendments.

4.3 The County maintains databases that track/monitor the Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.

4.4 The Contractor shall notify DHS when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit A - County’s Administration.

5.0 MASTER AGREEMENT SUM

5.1 The Contractor shall not be entitled to any payment by the County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by the County hereunder (“maximum annual expenditures”) may not exceed amounts allocated by the County Board of Supervisors in its approved budget. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Master Agreement Sum.
5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor’s duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County’s express prior written approval.

5.3 **No Payment for Services Provided Following Expiration/Termination of Master Agreement**

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Master Agreement. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of the County’s right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 **Invoices and Payments**

5.4.1 The Contractor shall invoice the County in arrears only for providing the tasks, deliverables, goods, services, and other work specified in the executed Work Order. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of the Work Order. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

5.4.2 The Contractor’s invoices shall be priced in accordance with the executed Work Order.

5.4.3 The Contractor’s invoices shall contain the information set forth in the executed Work Order describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.4.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
5.4.5 All invoices under this Master Agreement/Work Order shall be submitted to the address identified in the Work Order.

5.4.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Program Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.4.7 Local Small Business Enterprises (SBE) – Prompt Payment Program (if applicable)

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Master Agreement on behalf of the County. The Director retains professional and administrative responsibility for the services rendered under this Master Agreement. A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit A – County’s Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 Master Agreement Project Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the DHS and the Contractor. In addition, the MAPD is the approving authority for individual Work Order solicitations and executions.

6.2 Program Manager

The Program Manager is the County’s chief contact person with respect to the day-to-day administration of this Master Agreement.

The Program Manager is not authorized to make any changes in any of the terms and conditions of this Master Agreement and is not authorized to further obligate the County in any respect whatsoever.
7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor’s Project Manager

7.1.1 The Contractor’s Project Manager is designated in Exhibit B – Contractor’s Administration. The Contractor shall notify the County in writing within (5) days of any change in the name or address of the Contractor’s Project Manager.

7.1.2 The Contractor’s Project Manager shall be responsible for the Contractor’s day-to-day activities as related to this Master Agreement and shall coordinate with the County’s Program on a regular basis with respect to all active Work Orders.

7.2 Contractor’s Authorized Official(s)

7.2.1 The Contractor’s Authorized Official(s) are designated in Exhibit B – Contractor’s Administration. The Contractor shall promptly notify the County in writing within five (5) days of any change in the name(s) or address(es) of the Contractor’s Authorized Official(s).

7.2.2 The Contractor represents and warrants that all requirements of the Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of the Contractor.

7.3 Approval of Contractor’s Staff

The County has the absolute right to approve or disapprove all of the Contractor’s staff performing work hereunder and any proposed changes in the Contractor’s staff, including, but not limited to, the Contractor’s Project Manager. The Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor’s Staff Identification

The Contractor shall provide, at the Contractor’s expense, all staff providing services under this Master Agreement with a photo identification badge.
7.5 Background and Security Investigations

7.5.1 At the discretion of the County, all Contractor staff performing work under this Master Agreement may be required to undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing to work under this Master Agreement. The County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The County may perform the background check.

7.5.2 The County may request that the Contractor's staff be immediately removed from working on the County Master Agreement at any time during the term of this Master Agreement. The County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

7.5.3 The County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with the County facility access.

7.5.4 Disqualification, if any, of the Contractor’s staff, pursuant to this Sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

7.6.1 The Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional
fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-paragraph 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor’s indemnification obligations under this Sub-paragraph 7.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County’s prior written approval.

7.6.3 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Master Agreement.

7.7 Medical Health Screening

Individual Work Orders may have a Medical Health Screening requirement for staff providing services. In the event of such requirement, the Contractor’s staff shall have undergone and successfully passed a current physical health examination, consistent with current DHS policy and Exhibit J - Medical Health Screening. The cost of the Medical Health Screening shall be at the expense of the Contractor.

7.8 Staff Performance Under The Influence

The Contractor shall not knowingly permit any employee to perform services under this Master Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.
8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of the work order, term, Master Agreement Sum, payments, or any term or condition included under this Master Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors or its authorized designee.

8.1.2 The County’s Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or designee. To implement such changes, an Amendment to the Master Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.1.3 The Director of DHS, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.1.4 The Director or his/her designee may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Master Agreement to conform to changes in federal or state law or regulation, during the term of this Master Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for the Contractor’s written consent, to preserve this Master Agreement’s conformity and compliance to federal and state law or regulation. To implement such changes, an Amendment to the Master Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.
8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Master Agreement.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all
requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (2 C.F.R. PART 376)

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Master Agreement, the Contractor certifies that neither it nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Master Agreement, the Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owners, officers, partners, directors, other principals, employees or independent contractors of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor shall immediately notify the County in writing, during the term of this Master Agreement, should it or any of the aforementioned parties either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. The Contractor is responsible to reimburse the County for all associated costs (repayment, fine and/or penalty) that may be incurred as a result of inappropriate claims submitted by or on behalf of one of their staff or Agencies who was excluded or suspended. Failure of the Contractor to comply with this provision shall constitute a material breach of this Master Agreement upon which the County may immediately terminate or suspend this Master Agreement.

8.5 INTENTIONALLY OMITTED

8.6 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.6.1 In the performance of this Master Agreement, the Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be
8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor’s indemnification obligations under this Subparagraph 8.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County’s prior written approval.

8.6.3 Facilities Rules and Regulations

If the Work Order requires that the Contractor’s agents, employees, or subcontractors perform services at a facility, the Contractor and such persons shall be subject to the rules and regulations of that facility. Facility’s Administrator shall furnish a copy of rules and regulations to the Contractor pertaining to the facility prior to the execution of this Master Agreement and, during the term of this Master Agreement, shall furnish the Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of the Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. The Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the
8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS-ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.7.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.7.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms
of compensation, and selection for training, including apprenticeship.

8.7.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.

8.7.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.7.6 The Contractor shall allow County representatives access to the Contractor’s employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.7 when so requested by the County.

8.7.7 If the County finds that any provisions of this Sub-paragraph 8.7 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.7.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as
liquidated damages in lieu of terminating or suspending this Master Agreement.

8.7.9 **Anti-discrimination in Services:**

The Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this Sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of any service provided through this Master Agreement; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. The Contractor shall take affirmative action to ensure that intended beneficiaries of this Master Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.7.10 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor’s EEO Certification.

8.8 **COMPLIANCE WITH COUNTY’S JURY SERVICE PROGRAM**

8.8.1 **Jury Service Program:** This Master Agreement is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit D and incorporated by reference into and made part of this Master Agreement.
8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee’s regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, “Contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full time employee of the Contractor. “Full-time” means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the
Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor’s violation of this Sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, the County may, in its sole discretion, terminate the Master Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award or administration of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply
with the provisions of this Sub-paragraph 8.9 shall be a material breach of this Master Agreement.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County’s Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor’s minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. The Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County’s policy to conduct business only with responsible Contractors.
8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor’s quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor’s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a
recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the
Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board’s proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County’s policy to encourage all County Contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. The Contractor, and its subcontractors, can access posters and other campaign material at www.babysafela.org.

8.14 CONTRACTOR’S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.14.1 The Contractor hereby warrants that neither it nor any of its subcontractors’ owners, officers, partners, directors, other principals, employees or independent contractors is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, (which includes Medicare, Medi-Cal and Healthy Families) and that the Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require the Contractor or any aforementioned parties mandatory exclusion or suspension from participation in a Federally funded health care program; and (2) any exclusionary or suspension action
taken by any agency of the Federal or State governments against any of the aforementioned parties barring these parties from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.14.2 The Contractor shall indemnify and hold the County harmless against any and all loss or damage the County may suffer arising from any exclusion or suspension of the Contractor or its subcontractors’ owners, officers, partners, directors, other principals, employees or independent contractors from such participation in a Federally funded health care program.

8.14.3 Failure by the Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Master Agreement.

8.15 CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.15.2 As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor’s duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
8.16 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.16.2 Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

8.17 COUNTY’S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor’s performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor’s compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.18 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.18.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage other than normal wear and tear to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.18.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the
8.18.3 The County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. The County will bill the Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by the County to the Contractor.

8.19 EMPLOYMENT ELIGIBILITY VERIFICATION

8.19.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.19.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.20 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.
8.21 **FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor’s employees for which the County may be found jointly or solely liable.

8.22 **FEDERAL ACCESS TO RECORDS**

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, the Contractor agrees that for a period of four (4) years following the furnishing of services under this Master Agreement, the Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Agreements, books, documents and records of the Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if the Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), the Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.23 **CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER**

The Contractor recognizes that health care Facilities maintained by the County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Master Agreement, full performance by the Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by the Contractor for which the County may immediately terminate this Master Agreement.
8.24 GOVERNING LAW, JURISDICTION, AND VENUE
This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.25 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Intensive Case Management Services (ICMS)

Sub-paragraph 8.25.1 applies only if Contractor is providing ICMS.

8.25.1 If the Contractor is awarded a Work Order, the Contractor shall comply with the Business Associate Provisions under Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Property Related Tenant Services (PRTS)

Sub-paragraph 8.25.2, 8.25.3, & 8.25.4 applies only if Contractor is providing PRTS.

8.25.2 Contractor expressly acknowledges and agrees that the provision of services under this Master Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.

8.25.3 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

8.25.4 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or
intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor’s or its officers’, employees’, or agents’, access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

8.26 INDEPENDENT CONTRACTOR STATUS

8.26.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.26.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.26.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers’ Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers’ Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.26.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.6 – Confidentiality.
8.27 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence of willful misconduct of the County Indemnitees.

8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting the Contractor's indemnification of the County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraphs 8.28 and 8.29 of this Master Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.28.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Master Agreement.

- Renewal Certificates shall be provided to the County not less than 10 days prior to the Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The
Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa Street, 6E  
Los Angeles, CA 90012  
Attention: Kathy K. Hanks, C.P.M.  
Director, Contracts and Grants

The Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its Sub-Contractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

8.28.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under the Contractor’s General
Liability policy with respect to liability arising out of the Contractor’s ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor’s acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County’s minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.28.3 Cancellation of or Changes in Insurance

The Contractor shall provide the County with, or the Contractor’s insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.28.4 Failure to Maintain Insurance

The Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Master Agreement, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Master Agreement. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue the Contractor reimbursement.
8.28.5 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

8.28.6 **Contractor’s Insurance Shall Be Primary**

The Contractor’s insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.28.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)’ rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.28.8 **Sub-Contractor Insurance Coverage Requirements**

The Contractor shall include all Sub-Contractors as insureds under the Contractor’s own policies, or shall provide The County with each Sub-Contractor’s separate evidence of insurance coverage. The Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and the Contractor as additional insureds on the Sub-Contractor’s General Liability policy. The Contractor shall obtain the County’s prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.28.9 **Deductibles and Self-Insured Retentions (SIRs)**

The Contractor’s policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require the Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Contractor’s payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses.
Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.28.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Master Agreement. The Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.28.11 **Application of Excess Liability Coverage**

The Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.28.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.28.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, the Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.28.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County’s determination of changes in risk exposures.
8.29 INSURANCE COVERAGE

8.29.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

- General Aggregate: $2 million
- Products/Completed Operations Aggregate: $1 million
- Personal and Advertising Injury: $1 million
- Each Occurrence: $1 million

8.29.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of the Contractor’s use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.29.3 Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than $1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to the Contractor’s operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.

8.29.4 Unique Insurance Coverage

The County may require the additional insurance coverages reflected below based on the specific requirements of the Work Order.
• **Sexual Misconduct Liability**

   Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

• **Professional Liability/Errors and Omissions**

   Insurance covering the Contractor’s liability arising from or related to this Master Agreement, with limits of not less than $1 million per claim and $2 million aggregate. Further, the Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Master Agreement’s expiration, termination or cancellation.

• **Crime Coverage**

   A Fidelity Bond or Crime Insurance policy with limits of not less than $50,000 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by the County to the Contractor, and apply to all of the Contractor’s directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

• **Property Coverage**

   The Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on the Contractor’s insurance as its interests may appear. Automobiles and mobile equipment shall be
insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.30 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

The Contractor shall obtain and maintain in effect during the term of this Master Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Master Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to the County upon request.

8.31 INTENTIONALLY OMITTED

8.32 INTENTIONALLY OMITTED

8.33 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Master Agreement shall not restrict the Department of Health Services from acquiring similar, equal or like goods and/or services from other entities or sources.

8.34 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.35 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Program Manager and/or Master Agreement Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the Program Manager or Master Agreement Project Director is not able to resolve the dispute, the Director of DHS, or designee shall resolve it.
8.36 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.37 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.38 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A - County’s Administration and B - Contractor’s Administration. Addresses may be changed by either party giving ten (10) days’ prior written notice thereof to the other party.

8.39 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.40 PUBLIC RECORDS ACT

8.40.1 Any documents submitted by the Contractor; all information obtained in connection with the County’s right to audit and inspect the Contractor’s documents, books, and accounting records pursuant to Sub-paragraph 8.42 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Master Agreement,
become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.40.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.41 PUBLICITY

8.41.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director or his/her designee. The County shall not unreasonably withhold written consent.

8.41.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.41 shall apply.
8.42 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.42.1 The Contractor shall maintain, and provide upon request by the County, accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement.

8.42.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County’s option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.42.3 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Service Organization Controls (SOC1) Reports, with the County’s Auditor-Controller within thirty (30) days of the Contractor’s receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.42.4 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.42 shall constitute a
material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.42.5 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County’s dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County’s Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County’s dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County’s maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.43 RECYCLED BOND PAPER

Consistent with the Board of Supervisors’ policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.44 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for the Contractor’s services under this Master Agreement, the Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Master Agreement also fully complies with all such certification and disclosure requirements.

8.45 SUBCONTRACTING

8.45.1 The requirements of this Master Agreement may not be subcontracted by the Contractor without the advance written approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the
Appendix H – Master Agreement

8.45.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.45.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.45.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.45.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.45.6 The Director or his/her designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.

8.45.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.45.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved
subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

before any subcontractor employee may perform any work hereunder.

8.46 SURVIVAL

In addition to any provisions of this Master Agreement which specifically state that they will survive the termination or expiration of this Master Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Subparagraphs shall survive any termination or expiration of this Master Agreement:

Sub-paragraph 5.3 (No Payment for Services Provided Following Expiration/Termination of Master Agreement)

Sub-paragraph 7.6 (Confidentiality)

Sub-paragraph 8.6 (Compliance with Applicable Laws, Rules and Regulations)

Sub-paragraph 8.24 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.27 (Indemnification)

Sub-paragraph 8.28 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.29 (Insurance Coverage)

Sub-paragraph 8.42 (Record Retention and Inspection/Audit Settlement)

Sub-paragraph 8.46 (Survival)

Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) included in any executed ICMS Work Orders.
8.47 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.15 - Contractor’s Warranty of Adherence to County’s Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Sub-paragraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor’s Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the County may terminate this Master Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.49 TERMINATION FOR CONVENIENCE

8.49.1 The County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.49.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:
Stop work under the Work Order or under this Master Agreement, as identified in such notice;

Transfer title and deliver to the County all completed work and work in process; and

Complete performance of such part of the work as shall not have been terminated by such notice.

8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with Sub-paragraph 8.42, Record Retention and Inspection/Audit Settlement.

8.50 TERMINATION FOR DEFAULT

8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of the Director or his/her designee:

- The Contractor has materially breached this Master Agreement;

- The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or

- The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.50.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.50.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the
performance of this Master Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.50.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.50.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.50.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.50, or that the default was excusable under the provisions of Sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.49 - Termination for Convenience.

8.50.5 The rights and remedies of the County provided in this Sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.51 TERMINATION FOR IMPROPER CONSIDERATION

8.51.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration,
in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor’s performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.51.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.

8.51.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.52 TERMINATION FOR INSOLVENCY

8.52.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.52.2 The rights and remedies of the County provided in this Subparagraph 8.52 shall not be exclusive and are in addition to
any other rights and remedies provided by law or under this Master Agreement.

8.53 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County’s Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County’s Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor’s performance hereunder or by any provision of this Master Agreement during any of the County’s future fiscal years unless and until the County’s Board of Supervisors appropriates funds for this Master Agreement in the County’s Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.55 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.56 UNLAWFUL SOLICITATION

The Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e. State Bar Act provisions regarding unlawful solicitation as a runner or capper for
attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. The Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.57 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.58 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.58 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.59 WARRANTY AGAINST CONTINGENT FEES

8.59.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.59.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.60 COMPLIANCE WITH COUNTY’S ZERO TOLERANCE HUMAN TRAFFICKING

8.60.1 The Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting Contractors from engaging in human trafficking.
8.60.2 If a Contractor or member of the Contractor’s staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor’s staff be removed immediately from performing services under this Master Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.60.3 Disqualification of any member of the Contractor’s staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

9.1.1 This Master Agreement is subject to the provisions of the County’s ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local SBE.

9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local SBE.

9.1.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement/Work Order to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Work Order amount and what the County’s costs would have been if the Work Order had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Work Order; and


The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

9.2 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

9.2.1 This Master Agreement is subject to the provisions of the County’s ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity agency.

9.2.4 If the Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Work Order to which it would not otherwise have been entitled, the Contractor shall:

1. Pay to the County any difference between the Work Order amount and what the County’s costs would have been if the Work Order had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Work Order; and


The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a Work Order award.

9.3 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

9.3.1 This Master Agreement is subject to the provisions of the County’s ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.3.4 If the Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Work Order to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Work Order amount and what the County’s costs would have been if the Work Order had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Work Order; and


The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Work Order award.

9.4 CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring the Contractors to complete the Exhibit I - Charitable Contributions Certification, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.5 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Master Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Master Agreement.

9.6 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

9.6.1 The Contractor staff working on this Master Agreement/Work Order shall comply with California Penal Code (hereinafter “PC”) Section 11164 et seq., shall report all known and suspected instances of child abuse to an
appropriate child protective agency, as mandated by these code sections and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.6.2 The Contractor staff working on this Master Agreement/Work Order shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Master Agreement/Work Order shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.6.3 The Contractor staff’s failure to report as required is considered a breach of this Master Agreement/Work Order subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to $5,000 or both.
AUTHORIZATION OF MASTER AGREEMENT FOR
SUPPORTIVE HOUSING SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, of the Department of Health Services or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed on its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By __________________________ for
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

______________________________________________________________

By ______________________________
Signature

______________________________________________________________
Printed Name

______________________________________________________________
Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By ______________________________
Principal Deputy County Counsel
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COUNTY’S ADMINISTRATION

MASTER AGREEMENT NO. _________________

MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: Kathy K. Hanks
Title: Director, Contracts and Grants
Address: 313 N. Figueroa Street, 6th Floor East, Los Angeles, CA 90012
Telephone: 213-240-7819
Facsimile: 213-250-2958
E-Mail Address: khanks@dhs.lacounty.gov

PROGRAM MANAGER:

Name: Cheri Todoroff
Title: Housing for Health, Deputy Director
Address: 238 E. 6th Street, Los Angeles, CA 90014
Telephone: 213-833-5350
Facsimile: 213-482-3395
E-Mail Address: ctodoroff@dhs.lacounty.gov
CONTRACTOR’S ADMINISTRATION

__________________________________________
CONTRACTOR’S NAME

MASTER AGREEMENT NO. _________________

CONTRACTOR’S PROJECT DIRECTOR:
Name: __________________________________________________________________
Title: __________________________________________________________________
Address: __________________________________________________________________
Telephone: ________________________________
Facsimile: ________________________________
E-Mail Address: ________________________________

CONTRACTOR’S AUTHORIZED OFFICIAL(S)
Name: __________________________________________________________________
Title: __________________________________________________________________
Address: __________________________________________________________________
Telephone: ________________________________
Facsimile: ________________________________
E-Mail Address: ________________________________

Name: __________________________________________________________________
Title: __________________________________________________________________
Address: __________________________________________________________________
Telephone: ________________________________
Facsimile: ________________________________
E-Mail Address: ________________________________

Notices to Contractor shall be sent to the following address:

Name: __________________________________________________________________
Title: __________________________________________________________________
Address: __________________________________________________________________
Telephone: ________________________________
Facsimile: ________________________________
E-Mail Address: ________________________________

Exhibits - Supportive Housing Services Master Agreement
April 2017
CONTRACTOR’S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or agency certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR’S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☐ No ☐

2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☐ No ☐

3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☐ No ☐

4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☐ No ☐

Authorized Official’s Printed Name and Title

Authorized Official’s Signature Date

Exhibits - Supportive Housing Services Master Agreement
April 2017
2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor’s violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)
2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
   1. Has ten or fewer employees during the contract period; and,
   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,
   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)
SAFELY SURRENDERED BABY LAW
Safely Surrendered

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org
How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?
No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?
No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?
No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby’s death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby’s story
Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby’s aunt and stated the baby’s mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the number placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.
Ley de Entrega de Bebés
Sin Peligro

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles


En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafe.org
Ley de Entrega de Bebés
Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?
La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, informeles que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Ángeles.

Historia de un bebé
A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.
EXHIBIT F

INTENTIONALLY OMITTED
EXHIBIT G

INTENTIONALLY OMITTED
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

☐ Agency or Contractor is exempt from the California Nonprofit Integrity Act.

California Registry of Charitable Trusts “CT” number (if applicable): _____

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

If Agency or Contractor is not exempt, check the Certification below that is applicable to your company.

☐ Agency or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Agency engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed.

OR

☐ Agency or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

___________________________________________  Date: - -

Signature

Name of Signer: _____

Title: _____
Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening and such services are available, the Contractor will be billed for the services regardless if the Contractor’s staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS’ EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County’s “Health Clearance E2” forms. The forms must be signed by a healthcare provider attesting all information is true and accurate OR workforce member may supply all required source documents to DHS Employee Health Services to be verified.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the Contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate release from assignment and there will be no further placement of Contractor’s personnel until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.
Medical Health Screening

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the “E2 Health Clearance”. The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed forms.

Contractor personnel will be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements may be given a letter indicating they have five (5) days to comply or face release from assignment. A copy of the “letter” will be provided to the Contractor personnel’s supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate release from assignment and no further placement until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or Emergency Room, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency’s medical provider or the employee’s personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.